

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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JANIS BROWN,

Plaintiff,

Docket No.: CIV 08 4357 (RPP)

-against-

ANSWER

TOWN OF BEDFORD, DOE OFFICERS 1-5,
MOUNT KISCO DOE OFFICERS 4-6,

Defendants.
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Defendant TOWN OF BEDFORD, by its attorneys, MIRANDA SOKOLOFF
SAMBURSKY SLONE VERVENIOTIS LLP, answers the plaintiff's complaint as follows:

1. Denies the allegations set forth in paragraph "1" of the complaint.
2. Denies the allegations set forth in paragraph "2" of the complaint, except admits that Kyle Brown was found guilty of assault.
3. Denies the allegations set forth in paragraph "3" of the complaint, except admits that plaintiff purports to bring this action as set forth therein.
4. Denies the allegations set forth in paragraph "4" of the complaint, except admits that plaintiff purports to bring this action as set forth therein.
5. Denies the allegations set forth in paragraph "5" of the complaint, except admits that plaintiff purports to assert jurisdiction as set forth therein.
6. The statement set forth in paragraph "6" of the complaint is an averment to which no response is required.
7. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph "7" of the complaint.
8. Admits the allegations set forth in paragraph "8" of the complaint.

9. Denies the allegations set forth in paragraph “9” of the complaint and refers all questions of law to the Court for adjudication.

10. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “10” of the complaint.

11. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “11” of the complaint, except admits that defendant was in compliance with the official rules, regulations, laws, statutes, customs, usages, and/or practices of the State of New York and the Town of Bedford.

12. Denies the allegations set forth in paragraph “12” of the complaint.

13. Denies the allegations set forth in paragraph “13” of the complaint.

14. Denies the allegations set forth in paragraph “14” of the complaint.

15. Denies the allegations set forth in paragraph “15” of the complaint.

16. Denies the allegations set forth in paragraph “16” of the complaint.

17. Denies the allegations set forth in paragraph “17” of the complaint.

18. Denies the allegations set forth in paragraph “18” of the complaint.

19. Denies the allegations set forth in paragraph “19” of the complaint.

20. Denies the allegations set forth in paragraph “20” of the complaint.

21. Denies the allegations set forth in paragraph “21” of the complaint.

22. Denies the allegations set forth in paragraph “22” of the complaint.

23. Denies the allegations set forth in paragraph “23” of the complaint.

24. Denies the allegations set forth in paragraph “24” of the complaint.

25. Denies the allegations set forth in paragraph “25” of the complaint.

26. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “26” of the complaint.

27. Denies the allegations set forth in paragraph “27” of the complaint.

28. Denies the allegations set forth in paragraph “28” of the complaint.

29. Denies the allegations set forth in paragraph “29” of the complaint, except admits that plaintiff was given nourishment.

30. Denies the allegations set forth in paragraph “30” of the complaint.

31. Denies the allegations set forth in paragraph “31” of the complaint.

32. Denies the allegations set forth in paragraph “32” of the complaint.

33. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “33” of the complaint.

34. Denies the allegations set forth in paragraph “34” of the complaint.

35. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph “35” of the complaint.

36. As to paragraph “36”, repeats the denials set forth above in answer to the allegations contained in paragraphs of the verified complaint numbered “1” through “35”.

37. Denies the allegations set forth in paragraph “37” of the complaint.

38. Denies the allegations set forth in paragraph “38” of the complaint.

39. Denies the allegations set forth in paragraph “39” of the complaint.

40. Denies the allegations set forth in paragraph “40” of the complaint.

41. Denies the allegations set forth in paragraph “41” of the complaint.

42. Denies the allegations set forth in paragraph “42” of the complaint and all of its sub-parts.

43. As to paragraph "43", repeats the denials set forth above in answer to the allegations contained in paragraphs of the complaint numbered "1" through "42".

44. Denies the allegations set forth in paragraph "44" of the complaint, except admits that the Town of Bedford received a document purporting to be a notice of claim from plaintiff.

45. Denies the allegations set forth in paragraph "45" of the complaint.

46. Denies the allegations set forth in paragraph "46" of the complaint.

47. Denies the allegations set forth in paragraph "47" of the complaint.

48. Denies the allegations set forth in paragraph "48" of the complaint.

49. As to paragraph "49" repeats the denials set forth above in answer to the allegations contained in paragraphs of the verified complaint numbered "1" through "48".

50. Denies the allegations set forth in paragraph "50" of the complaint.

51. Denies the allegations set forth in paragraph "51" of the complaint.

52. As to paragraph "52", repeats the denials set forth above in answer to the allegations contained in paragraphs of the verified complaint numbered "1" through "51".

53. Denies the allegations set forth in paragraph "53" of the complaint.

54. Denies the allegations set forth in paragraph "54" of the complaint.

55. Denies the allegations set forth in paragraph "55" of the complaint.

56. As to paragraph "56", repeats the denials set forth above in answer to the allegations contained in paragraphs of the verified complaint numbered "1" through "55".

57. Denies the allegations set forth in paragraph "57" of the complaint.

58. Denies the allegations set forth in paragraph "58" of the complaint.

59. Denies the allegations set forth in paragraph "59" of the complaint.

60. As to paragraph “60”, repeats the denials set forth above in answer to the allegations contained in paragraphs of the verified complaint numbered “1” through “59”.

61. Denies the allegations set forth in paragraph “61” of the complaint.

62. Denies the allegations set forth in paragraph “62” of the complaint.

63. Denies the allegations set forth in paragraph “63” of the complaint.

64. Denies the allegations set forth in paragraph “64” of the complaint.

65. As to paragraph “65”, repeats the denials set forth above in answer to the allegations contained in paragraphs of the verified complaint numbered “1” through “64”.

66. Denies the allegations set forth in paragraph “66” of the complaint.

67. Denies the allegations set forth in paragraph “67” of the complaint.

68. Denies the allegations set forth in paragraph “68” of the complaint.

69. Denies the allegations set forth in paragraph “69” of the complaint.

70. Denies the allegations set forth in paragraph “70” of the complaint.

71. As to paragraph “71”, repeats the denials set forth above in answer to the allegations contained in paragraphs of the verified complaint numbered “1” through “69”.

72. Denies the allegations set forth in paragraph “72” of the complaint.

73. Denies the allegations set forth in paragraph “73” of the complaint.

74. Denies the allegations set forth in paragraph “74” of the complaint, except admits that plaintiff purports to seek the relief requested therein.

AFFIRMATIVE DEFENSES

AS AND FOR A FIRST AFFIRMATIVE DEFENSE TO THE ENTIRE COMPLAINT, THE ANSWERING DEFENDANT ALLEGES:

75. The complaint fails to state a claim upon which relief may be granted.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE TO THE ENTIRE COMPLAINT, THE ANSWERING DEFENDANT ALLEGES:

76. At all times relevant to the acts alleged in the complaint, defendant, its agents and officials, acted reasonably, properly, and in the lawful exercise of their discretion. Therefore, they are entitled to governmental immunity from liability.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE TO THE ENTIRE COMPLAINT, THE ANSWERING DEFENDANT ALLEGES:

77. Punitive damages cannot be recovered against the Town of East Hampton or the Town of Bedford.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE TO THE ENTIRE COMPLAINT, THE ANSWERING DEFENDANT ALLEGES:

78. Defendants have not violated any rights, privileges or immunities under the Constitution or laws of the United States or the State of New York or any political subdivision thereof, nor have they violated any Act of Congress providing for the protection of civil rights.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE TO THE ENTIRE COMPLAINT, THE ANSWERING DEFENDANT ALLEGES:

79. Plaintiff's claims are barred, in whole or in part, by the applicable statute of limitations.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE TO THE ENTIRE COMPLAINT, THE ANSWERING DEFENDANT ALLEGES:

80. Plaintiff's claims are barred, in whole or in part, by her failure to comply with General Municipal Law §§ 50-e, 50-i, and 50-h.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE TO THE ENTIRE COMPLAINT, THE ANSWERING DEFENDANT ALLEGES:

81. Defendant, its agents and officials, are entitled to absolute immunity.

AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE TO THE ENTIRE COMPLAINT, THE ANSWERING DEFENDANT ALLEGES:

82. Defendant, its agents and officials, are entitled to qualified immunity.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE TO THE ENTIRE COMPLAINT, THE ANSWERING DEFENDANT ALLEGES:

83. There was probable cause for plaintiff's arrest and incarceration.

WHEREFORE, defendant TOWN OF BEDFORD requests judgment dismissing the complaint and denying all relief requested therein, together with such other and further relief as the Court deems just and proper.

Dated: Mineola, New York
June 3, 2008

MIRANDA SOKOLOFF SAMBURSKY
SLONE VERVENIOTIS LLP
Attorneys for Defendant
TOWN OF BEDFORD



By: _____

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